

Affidavit of Tony Cranford

Page 1 of 3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re:

U. S. Patent No. 6,609,975 issued August 26, 2003

Applicants: Thomas E. SAWYER, et al.

Confirmation No. 6772

Serial No.: 08/918,944

Art Unit: 3714

Filed: August 25, 1997

Examiner: SAGER, M.

For: ELECTRONIC SYSTEM AND Atty. Docket No.
METHOD FOR OPERATING AN INCENTIVE AUXILIARY GAME

DECLARATION IN SUPPORT OF PETITION TO REINSTATE U.S. PATENT NO.
6,609,975

I, Tony Cranford, declare and say:

1. That I am a citizen of the United States of America. I am presently the President of Ten Stix Gaming Inc. having a current business address at 12252 West Chenango Drive, Morrison, CO 80465 fka TEN STIX, INC. of 3101 Riverside Sr., Idaho Springs, CO 80452 ("Ten Stix");

2. That, upon information and belief, I requested that James Bindseil transfer Ten Stix intellectual property matters to the PCT Law Group approximately November of 2008;

3. That on February 8, 2010, I transmitted an e-mail to Mr. Thomas Jackson of the PCT Law Group requesting the status of the U.S. Patent No. 6,609,975 ("the '975 patent") of Ten Stix of which I am a named inventor. I first learned of the expiration of the '975 patent for failure to pay the 3 1/2 year maintenance fee when due from Mr. Jackson by his reply e-mail. A true copy of my e-mail communication of February 8, 2010, of approximately 1:15PM and of Mr. Jackson's reply of 2:25PM EST is attached as Exhibit 1, Cranford Affidavit. I have authorized Mr. Jackson to disclose Exhibit 1 for the limited purpose of furthering a Petition for

Affidavit of Tony Cranford

Page 2 of 3

reinstatement of U.S. Patent No. 6,609,975 and do not waive any privilege in any communication among myself, Mr. Jackson, Mr. James Bindseil and Mr. Wilburn Chesser;

4. That I only first became aware that Ten Stix Gaming Inc.'s U.S. Patent No. 6,609,975 had expired for failure to pay the 3 ½ year maintenance fee when due in the e-mail correspondence between myself and Thomas Jackson of the PCT Law Group, on or about noon my time on February 8, 2010;

5. That I would have paid the maintenance fee when due or as soon as I learned such fee was due because, prior to the date the maintenance fee would have been due in approximately 2007, both myself and my then business partner, Thomas Sawyer, of Ten Stix entered into a business relationship in July of 1997 with DEQ Casinos Int., now DEQ Systems Corp., a small entity, of Levis, QC, Canada. The nature of the business relationship relates to the sharing of patents, patent applications and technology under development (the technology) between the entities so that we could share the technology. At the time of entering the business application, our patent application, USSN 08/918,944 was being prepared for filing by local Colorado patent counsel and was in fact filed August 25, 1997;

6. That I and Mr. Thomas Sawyer, named co-inventors of the '975 patent, were, at the time of entering the business relationship with DEQ in July of 1997, partners in the operation of Ten Stix and cooperated as co-inventors of technology disclosed during the prosecution of the application filed August 26, 1997, which later issued as U. S. Patent 6,609,975;

7. That I and Mr. Sawyer parted company in approximately January of 2006, before the maintenance fee for the '975 patent was due. I purchased Mr. Sawyer's interest in Ten Stix Gaming, Inc. and in the '975 patent in approximately January of 2006. I relocated Ten Stix to Morrison, CO from Idaho Springs, CO and then to Lakewood, CO and back to Morrison, CO. Consequently, ownership and management of Ten Stix Gaming Inc. since 2006 have been with myself as President;

8. That I have not communicated on business matters since 2006 with my former business partner, Mr. Sawyer. Furthermore, upon personal recollection and upon information and belief, I never learned of any maintenance fee being due from my ex-partner, Mr. Sawyer. As already discussed above, I only first became aware that Ten Stix Gaming's U.S. Patent No. 6,609,975 had expired for failure to pay the 3 ½ year maintenance fee when due in e-mail

Affidavit of Tony Cranford

Page 3 of 3

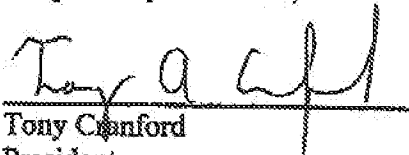
correspondence between myself and Thomas Jackson of the PCT Law Group, on or about February 8, 2010;

9. That I performed a diligent search of personal and Ten Stix business records. I have found no correspondence or any other record of ever receiving any correspondence related to the payment of a maintenance fee due in respect to the '975 patent from Computer Patent Annuities, Mr. Sawyer or anyone else until learning of the expiration of the '975 patent from Mr. Jackson. I understand now, from an e-mail that I have reviewed from Ms. Jennifer Lopez of CPA Global, formerly known as Computer Patent Annuities, that four renewal notices were sent to Ten Stix. I can only speculate and can offer no reason why one of the four renewal notices did not come to my attention;

10. That, upon information and belief and having searched my personal and Ten Stix business records, I again state that I only first became aware that Ten Stix's U.S. Patent No. 6,609,975 had expired for failure to pay the 3 1/2 year maintenance fee when due in e-mail correspondence between myself and Thomas Jackson, Esq. of the PCT Law Group, on or about February 8, 2010, and have requested Mr. Jackson to seek reinstatement of US Patent No. 6,609,975 by paying the maintenance fee and submitting a Petition requesting reinstatement;

11. That I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patents issuing thereon.

Respectfully submitted,



Tony Cranford
President
Ten Stix Gaming Inc.
12252 West Chenango Drive
Morrison, CO 80465

April 9, 2010
Attachment: Exhibit 1